



UNITED FEDERAL CREDIT UNION VISA® POWERGIFT CARD TERMS AND CONDITIONS

This is your United Federal Credit Union Visa PowerGift Card Agreement ("Agreement"). Please read it carefully and keep it for your future reference.

Signing the back of the Card, using the Card, or allowing someone else to use the Card means that you agree to be bound by this Agreement. In this Agreement, "You," "Your," and "Cardholder" means any person who has received the Card and is authorized to use it as provided for in this Agreement, and "We", "Us," "Our," " United Federal Credit Union," and "Credit Union" means United Federal Credit Union, its successors and assigns. The term "Card" shall mean the Prepaid PowerGift Card issued by us. The card allows you to make purchases wherever Visa® branded cards are honored. It is not a credit card or an automated machine card. The value of all cards is held in an aggregate account and the funds are not insured by the National Credit Union Administration. The unused available balance on your Card does not earn interest and is subject to fees outlined in Section X of this document. It is a prepaid Visa Card with a value that is limited to the dollar amount of the gift associated with the card. We may change the terms of this Agreement, or any features of the Card, from time to time without notice except as required by law.

I. Using Your Card

- A. The Card allows convenient and secure electronic access to prepaid funds. You can use the Card to make purchases wherever Visa® cards are accepted. Purchases up to the stored value on the Card may be made (for restrictions see VII below). If a transaction initiated by you or an authorized user exceeds the remaining balance on the Card, you must tell the merchant before completing the transaction. Any transaction attempted for more than the amount available on the Card will be declined. Therefore, you must know the amount available on your Card and inform the merchant to process the transaction in that amount. You must pay the difference with another form of payment
- B. The Card may not be used for any illegal activity. You agree not to use the Card for Internet gambling, whether or not Internet gambling is illegal in the jurisdiction in which you are located. Display of a payment card logo by an online merchant does not mean that Internet gambling transactions are legal in the jurisdiction in which you are located. You are liable for transactions you initiate by the use of the Card, whether deemed legal or illegal.
- C. Your use of the Card to purchase goods and services from merchants constitutes a simultaneous demand against and withdrawal from the stored value on the Card. You may use the Card only in the manner and for the purposes authorized by this Agreement. You do not have the right to stop payment on a transaction originated with the Card. You are responsible for all authorized transactions initiated by use of the Card. If you have a problem with a purchase that you made with the Card, or if you have a dispute with the merchant, you must deal directly with the merchant involved. If you are entitled to a refund, it is the merchant's own policy on refunds and returns that governs these transactions. Refunds could take the form of a credit to your Card, cash or an in-store credit.
- D. **ADDITIONAL VALUE CANNOT BE ADDED TO THIS CARD.** After the amount available on your Card has been exhausted, all attempted transactions will be declined. You agree to not make transactions that exceed the value on your Card. In any case where you are given value through use of the Card greater than the remaining balance, you must pay us on demand the amount that exceeded the stored balance on the Card plus any fees that apply.
- E. You are responsible for all authorized transactions initiated by use of your Card. If you permit someone else to use your Card, we will treat this as if you authorized the person to use your Card and you will be responsible for any transactions initiated by such person with your Card even if the amount of the transaction or number of transactions exceeds what you authorize. Funds available on this Card are nontransferable.
- F. Preauthorized or recurring payments by use of the Card are prohibited and you agree not to use the Card for that purpose. Cash-back transactions on purchases are prohibited with this Card. No PIN-based activity, such as ATM access, is allowed on this Card.

II. Your Liability For A Lost or Stolen Card or Unauthorized Transactions

Contact us immediately if you believe the Card has been lost or stolen, or that someone has accessed or may access money from the Card without your permission. **Call our processor toll-free at: 866-809-2676 24 hours a day, 7 days a week** (A fee may apply - See Section X). Telephoning is the best way to keep your possible losses down. You will not be liable for lost value on the card if you satisfy the following conditions:

- You have immediately called us and reported the card lost or stolen, which allows us to status the Card.
- You have signed the Card on its reverse side in permanent ink.
- You inform us of the Card number and the approximate date of your last authorized use.

- You have not reported two or more incidents of unauthorized use to us in the preceding 12-month period.
- You report all facts of the loss or theft to us and you cooperate in our investigation.

III. Expiration of Card: Closing Your Card Before Expiration

YOUR CARD IS VALID THROUGH THE EXPIRATION DATE SHOWN ON THE CARD OR UNTIL THE ENTIRE PREPAID VALUE ON THE CARD HAS BEEN DEPLETED, WHICHEVER COMES FIRST.

You can call our telephone customer service toll free for balance and other inquiries 24 hours a day, 7 days a week at 866-809-2676 (A fee may apply – See Section X).

IV. Error Resolution Procedures

Records detailing the use of your Card are available by calling our processor toll free at 866-809-2676 (A fee may apply – See Section X). In case of errors or questions about transaction arising from the use of your Card, or if any records you see show transactions that you did not make, call our processor immediately at the phone number listed above. We must hear from you no later than 60 days after the transaction appeared on the transaction activity report. If a good reason such as a hospital stay or long trip prevented you from telling us, we may, at our discretion, extend the period for a reasonable time. In order to help you with your questions, we will need the following information:

- Your name, address, phone number, and Card number.
- A description of the error or transaction you are unsure about and why you believe there is an error or why you need more information.
- The dollar amount of the suspect error.

Once the type of dispute has been identified, we will mail you the appropriate paperwork to complete. No other action will be taken until the completed paperwork is received at the address specified in the documentation. Upon receipt of the completed paperwork, we will send you a confirmation letter and begin the investigation. We will determine whether an error occurred within 60 days. If we need more time, however, we may take up to 30 additional days to investigate your complaint or question. If we decide to do this, we will send you a letter. Credit will be given only after it has been determined that it is warranted.

We will tell you the results after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

V. Our Liability for Failure to Make Transactions

We may restrict access to the Card, temporarily or permanently, if we notice suspicious activity in connection with the Card, and we will notify you if we do so. We have no liability for restricting access to the Card because of suspected suspicious activity. Access will be reinstated if we determine that there has been no unauthorized use of the Card.

If we do not complete a transfer from the Card on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity), we will be liable for the correct amount of the transfer. However, there are some exceptions. We will not be liable, for instance: If through no fault of ours, a merchant refuses to honor the Card;

- If through no fault of ours, you do not have enough money available on the Card to make a purchase;
- If the terminal or system was not working properly;
- If the Card is expired, damaged, or revoked;
- If the Card has been reported lost or stolen;
- If the Credit Union has reason to believe there is something wrong, for example, that the Card has been stolen;
- If the transaction information supplied to the Credit Union by you or a third party is incorrect or untimely;
- If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken;
- The merchant authorizes an amount greater than the purchase amount.

There may be other applicable exceptions as otherwise provided by state or federal laws.

VI. Closure, Expiration or Revocation of Card

- A. You may close your Card and receive the remaining balance by contacting our Customer Service department at 866-809-2676. You will be instructed on closure and payment procedures. A fee will apply (see Section X).
- B. The Card is the property of United Federal Credit Union. We may revoke the Card at any time without cause or notice. You agree to surrender a revoked Card promptly upon demand. Upon revocation, any stored value remaining on the Card will be refunded to you less any applicable fees.

VII. Restrictions

- Internet and mail order purchases may require that the credit union have the name and address of the Card owner on file. If you wish to make Internet or mail order purchases, you will need to call our Customer Service department at 866-809-2676 (A fee may apply - See Section X). A customer service representative will enter your name and address on file
- The Card can be used at gas stations. However, at gas stations with “pay at the pump” capability, the Card cannot be authorized directly at the pump. Simply present the Card to the attendant for payment.
- Restaurants and hotels may factor in a tip of 20% or more on your purchase amount. If your bill plus the factored tips greater than the balance on your card, then your purchase will be declined. This factored tip will be held against the balance of your card until the actual purchase and tip amount posts to your Card (usually within three days). If you use your card at a restaurant or hotel please ask the server/cashier to authorize for an amount that does not exceed the balance available on your gift card.

VIII. Non U.S. Transactions

If you use the Card in a foreign country or in a transaction involving a currency other than U.S. dollars, each transaction will be converted to U.S. dollars under regulations established by Visa® International and may include a margin or fees charged directly by Visa® International. The conversion to U.S. dollars may occur on a date other than the transaction date; therefore, the conversion rate may differ from the rate in effect at the time of the transaction. You agree to pay the converted amount. For these transactions, the rate of exchange between the transaction currency and the billable currency is either a wholesale market rate or the government-mandated rate in effect one day prior to the Visa® International processing date, increased by 1%. United Federal Credit Union does not control exchange rates, the date or place of the exchange, and does not charge additional foreign exchange fees.

IX. Disclosure of Information to Third Parties

We will disclose information to third parties about your Card or transfers you make only when one of the following conditions exists:

- When necessary to complete a transaction requested by you;
- In order to verify the existence or status of the Card, such as for a retail merchant or credit reporting agency;
- To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- In order to comply with government agencies or court orders, or
- If you give us written permission;
- If you owe us money or there are legal proceedings in connection with your Card, information may be released to attorneys, accounts, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- To protect against potential fraud and other crimes; or
- When otherwise permitted by law.

X. Fees and Charges

There are no fees associated with the use of the Card when purchasing goods and services. Any additional fees listed below may be deducted from your Card balance when applicable:

- **Monthly Fee:** A monthly Maintenance Fee of \$2.00 will be charged. **The fee will be waived for the first six calendar months, including the month of issuance.** The fee will not be charged once the balance of the card reaches \$0.
- **Card Replacement Fee:** A lost, stolen or damaged Card replacement fee of \$5.00 will be imposed for the replacement of the Card.
- **Card Value Unload Fee:** If you ask to close your Card and receive the remaining balance by check, a \$15 fee will be deducted.
- **Expired Card Fee:** An additional monthly charge of \$3 will apply after the expiration date embossed on the card.
- **Consumer Service Fees:**
 - You are allowed five free calls to the Voice Response Unit of our Customer Service department (866-809-2676) Additional calls will be charged a \$1.00 fee.
 - You are allowed one free call to a Customer Service representative. Additional calls will be charged a \$2.00 fee.